

**UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT**

Form 10. Bill of Costs

Instructions for this form: <http://www.ca9.uscourts.gov/forms/form10instructions.pdf>

9th Cir. Case Number(s) 22-16252

Case Name LTC (BVI) LIMITED v. BRAUNHAGEY & BORDEN LLP

The Clerk is requested to award costs to *(party name(s))*:

Plaintiff-Appellee LTC (BVI) LIMITED

I swear under penalty of perjury that the copies for which costs are requested were actually and necessarily produced, and that the requested costs were actually expended.

Signature s/Sanjeet S. Ganjam

Date 8/10/2023

(use "s/[typed name]" to sign electronically-filed documents)

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DOCUMENTS / FEE PAID				
Excerpts of Record*			\$	\$
Principal Brief(s) (<i>Opening Brief; Answering Brief; 1st, 2nd, and/or 3rd Brief on Cross-Appeal; Intervenor Brief</i>)	7	26	\$0.10	\$ 18.20
Reply Brief / Cross-Appeal Reply Brief			\$	\$
Supplemental Brief(s)			\$	\$
Petition for Review Docket Fee / Petition for Writ of Mandamus Docket Fee / Appeal from Bankruptcy Appellate Panel Docket Fee				\$
TOTAL:				\$ 18.20

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ATTACHMENT 1

Appellee LTC (BVI) Limited (“LTC”) is the party prevailing on the Stock Purchase Agreement (“SPA”) asserted by Appellant BraunHagey & Borden LLP (“BHB”) pursuant to which BHB unsuccessfully sought removal to the Northern District of California. The Section 6.8 SPA provides that the prevailing party in a dispute is entitled to recover its attorneys’ fees:

6.8 Expenses. . . . If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, . . . the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

Under California Civil Code section 1717, LTC is entitled to recover attorneys’ fees from BHB as an item of costs, even though BHB is not a party to the SPA, because BHB has asserted rights under the forum selection clause in the SPA at the District Court and in this appeal. *Hsu v. Abbata*, 9 Cal. 4th 863, 870 (1995) (“In any action on a contract, where the contract specifically provides that attorney's fees and costs shall be awarded either to one of the parties or to the prevailing party, then the party who is determined to be the party prevailing on the contract, **whether he or she is the party specified in the contract or not**, shall be entitled to reasonable attorney's fees in addition to other costs.” Emphasis added.).

Accordingly, LTC reserves the right to and announces its intent to file a Motion for Attorneys’ Fees under Circuit Rule 39-1.6 and/or a Request for Transfer Consideration of Attorneys’ Fees under Circuit Rule 39-1.8 within the time provided by those rules.